

**STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS**

**ENGINEER'S CONTRACT FOR STUDY**

**Project Number: BI-NN-638  
Contract Number: BI-NN-638-ENG (STU)**

This contract is entered into this 15<sup>th</sup> day of April, 2008, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

**RMF Engineering, Inc.  
190 West Ostend Street  
Baltimore, MD 21230**

hereinafter called the "Engineer" or "contractor," for certain services herein designated in connection with the project entitled

**Power Plant Efficiency Study  
Southbury Training School  
South Britain Road  
Southbury, Connecticut**

WITNESSETH, that the parties hereto, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

**I. GENERAL**

- A. The Engineer agrees to furnish certain services as set forth in Exhibit A, which exhibit is attached hereto and made a part hereof.
- B. The Engineer agrees to follow the DPW written guidelines set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to him prior to the contract signing, and which may be modified from time to time. These guidelines are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Engineer shall consult with the DPW Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc., and the services furnished hereunder shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Engineer require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision.
- E. The Engineer covenants and agrees that he shall perform his service under this contract in accordance with the standards and practices of his profession.
- F. The Engineer, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Engineer in the performance of this contract; provided, however, that the Engineer shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Engineer.

- G. The Engineer shall develop drawings for this project using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Public Works. After the documents to be provided are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Engineer shall submit an electronic copy of all drawings in a format approved by DPW. Upon completion of construction of the project, the Engineer shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Engineer at no additional cost to the State.
- H. It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Engineer. Such consent will not be withheld provided the State agrees that upon any alterations of the Engineer's documents by others, or upon reuse of the documents for any other project, the Engineer will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this section shall survive the termination of this contract and shall thereafter remain in full force and effect.

## II. INSURANCE

The Engineer for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Engineer must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional service liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

### A. Statutory Workers' Compensation and Employers' Liability:

- |                            |                         |
|----------------------------|-------------------------|
| 1. Workers' Compensation:  | Statutory limits        |
| 2. Employers' Liability:   |                         |
| Bodily injury by accident: | \$100,000 each accident |
| Bodily injury by illness:  | \$100,000 each employee |
|                            | \$500,000 policy limit  |

### B. Commercial General Liability:

- |                        |                              |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence  |
|                        | \$2,000,000 annual aggregate |

### C. Comprehensive Automobile Liability

(to include owned, non-owned, and hired vehicles):

- |                        |                              |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence  |
|                        | \$1,000,000 annual aggregate |

- D. Professional Services Liability Insurance: The Engineer shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Engineer agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract and for five years after DPW's acceptance of the Engineer's final submittal. For policies written on a "Claims Made" basis, the Engineer agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Engineer shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Engineer's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Engineer under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Certificates of insurance showing such coverages as required in this section shall be filed with the DPW prior to the time this contract is executed on behalf of the State. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

### III. PAYMENT OF ENGINEER'S FEE

- A. The State agrees to pay the Engineer for the services herein described the total fee set forth in Article IV. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Engineer has substantially changed as determined by the Commissioner of DPW, hereinafter referred to as the Commissioner.
- B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Engineer's duties under this contract unless express written notification to the contrary is received from the State.
- C. No payments shall be made until the materials submitted have been reviewed and approved by DPW.

### IV. FEE SCHEDULE

The Engineer's total fee of **One Hundred Fifty Thousand Dollars (\$150,000.00)** shall be paid as indicated below, and includes all laboratory expenses:

- M RDS*
- A. First Submittal: **Sixty Thousand Dollars (\$60,000.00);**
  - B. Second Submittal: **Forty-five Thousand Dollars (\$45,000.00);**
  - C. Third Submittal: **Forty-five Thousand Dollars (\$45,000.00).**

It is understood that the Engineer's total fee hereinbefore mentioned in this article shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article VI, and shall be reduced as noted in said article for any reduction in the Engineer's scope of services. It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner in the event of suspension or termination, as provided in Articles X and XI.

### V. TIME SCHEDULE

The Engineer shall provide the following within the time periods specified below. The Engineer shall not commence any work under the contract until the Engineer receives written authorization to proceed from the DPW Project Manager.

- A. **Eight (8)** copies of the First Submittal within **90** calendar days after receipt of written notice to proceed;
- B. **Eight (8)** copies of the Second Submittal within **60** calendar days after receipt of written notice to proceed;
- C. **Eight (8)** copies of the Third Submittal and one **(1) PDF file of the final report, including text, tables, figures and graphics,** within **60** calendar days after receipt of written notice to proceed.

### VI. SPECIAL SERVICES

- RDS*  
*M*
- A. Should it be necessary for the Engineer to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

- B. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Engineer for the cost of any such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- C. Should the Engineer itself wish to perform special services as described in Sections A and B of this article, the Engineer shall submit to the State a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. The State shall decide whether to allow the Engineer to perform the work with its own forces based on its quotation, and shall notify the Engineer accordingly.
- D. If at any time during the term of this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof.
- The above notwithstanding, should it be necessary for the Engineer to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, it shall perform such duties without receiving additional compensation.
- In addition, if at any time during the term of this contract the State should request the Engineer to reduce the scope of services originally agreed upon under this contract, the Engineer shall then reduce said scope of services, as requested, and its fee shall be reduced by a fair and equitable amount determined by the Commissioner.
- E. For reuse by the State of any documents prepared by the Engineer under this contract, the Engineer shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such documents as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

## VII. CONFIDENTIALITY OF DOCUMENTS

- A. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.
- B. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
- C. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

**VIII. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, SEXUAL HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS**

Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

- A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- (c) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or

efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No.

14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

1. The contractor agrees to abide by such Executive Orders.
  2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
  3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
  4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
  5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- D. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit B). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.
- E. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."
- F. **CAMPAIGN CONTRIBUTION RESTRICTION PROVISION**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 11].

## **IX. LARGE STATE GOVERNMENT CONTRACTS**

If the Engineer is a large state contractor, the Engineer shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

- A. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.
- B. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more

than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

- C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

#### **X. SUSPENSION OF THE WORK**

- A. The State, at any time, may suspend all or any part of the services of the Engineer. In such event, the Engineer shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Engineer's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Engineer shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

#### **XI. TERMINATION OF CONTRACT**

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Engineer to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Engineer shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Engineer to fulfill his contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Section B of this article.

- E. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract



shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

## **XII. ANNUAL CERTIFICATION**

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

## **XIII. CONNECTICUT LAW**

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

## **XIV. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD**

As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Engineer contracting with the Department of Public Works to understand that the approval of the State Properties Review Board must be granted before the Engineer's work can begin. By providing services without a properly executed contract, the Engineer accepts the risk that payment will not be made by the State of Connecticut.

## **XV. APPROVAL OF THE ATTORNEY GENERAL'S OFFICE**

This contract shall become effective when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, an Associate Attorney General of the State of Connecticut, or an Assistant Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the DPW, and the Engineer have executed this contract.

Attested by:

State of Connecticut

Holly J. Hart  
Witness Holly J. Hart

Diane M. Chace  
Witness Diane M. Chace

By: Raeanne V. Curtis  
Raeanne V. Curtis  
Its Commissioner  
of the Department of Public Works

Date signed: 4-15-08

Attested by:

RMF Engineering, Inc.

Philip Jones  
Witness PHILIP JONES

Marsha Alexander  
Witness MARSHA ALEXANDER

By: Robert D. Smith

Its VICE PRESIDENT, Duly Authorized

Date signed: MARCH 5, 2008

Approved as to form:

William B. Allen  
ASSOC. ATTY. GENERAL Attorney General

Date signed: 5/1/08

## **EXHIBIT A**

**Power Plant Efficiency Study  
Southbury Training School  
South Britain Road  
Southbury, Connecticut  
Project No. BI-NN-638  
Contract No. BI-NN-638-ENG (STU)**

The Scope of Services shall consist of field surveys, evaluations and development of a Power Plant Master Plan. The master plan shall quantify the useful remaining life of the boilers and auxiliary equipment, investigate energy efficiency improvements, and determine a long-term strategy for providing efficient, reliable, and environmentally compliant steam and power generation for the current and future needs at Southbury Training School (STS), South Britain Road, Southbury, Connecticut.

The services shall involve conducting a reliability, operational, and engineering evaluation of the 69 year old Southbury Training School Power and Heating Plant Facility to determine the life expectancy and efficiency of existing systems. This evaluation shall include an assessment of the campus steam and condensate water return systems. The evaluation shall also determine the environmental impact of current facilities and operations along with potential future impacts resultant on the implementation of proposed changes or alterations to the facility systems and operations. The evaluation shall encompass the following:

- Evaluate existing plant systems and operations to develop short and long term potential energy saving measures;
- Conduct extensive inspection, evaluation, and field diagnostics of the power, heating, and condensate return piping systems and determine existing plant life expectancy;
- Examine and evaluate the entire steam distribution and condensate return systems, from the power plant boilers to the usage points, and all return water systems. Estimate useful remaining life to  $\pm 5$  years;
- Evaluate efficiencies of all major systems by analyzing existing individual components and their integration into facility systems, to determine feasibility of potential short and long term energy savings measures;
- Evaluate efficiency, performance, and life expectancies of the existing boilers, examining boiler drum tube thickness, and refractory setting life. This is to include non-destructive testing of components including analysis and evaluation of the data;
- Evaluate and analyze the capacity of existing steam generation and power generation systems, and determine short and long term requirements for efficient and dependable operations;
- Evaluate and provide options for current and projected steam requirements for both power generation and heating loads;
- Conduct an evaluation of the existing electrical distribution interconnection, continuous turbine power generation, and emergency power generation systems to evaluate current and future capacity and reliability requirements;
- Evaluate efficiency, performance, and life expectancies of the existing steam turbines and distribution switchgear at the Power House. This will include an infrared examination of all switchgear connections and interconnections;
- Determine feasibility of continued participation in the Independent System Operators (ISO) New England Load shedding program through use of existing turbine and diesel power generation equipment. Evaluate and determine the economic feasibility of increasing facility standby power generation capacity through addition of diesel power generation equipment;

- Conduct a life cycle cost analysis for the existing power and heating plant based on a development plan of a 15 year payback solution.
- Provide multiple progress meetings with the DPW and STS staff to maintain appropriate direction, focus and communications.

This above work shall be performed in the following task stages:

***Task A – Existing Equipment Conditions Assessment and Useful Remaining Life Evaluation***

The Engineer shall determine the feasibility of continued use or re-building of the existing boilers. An evaluation beginning with a condition assessment is essential. This evaluation shall consist of an external inspection as well as an internal investigation of the condition of the boilers, including thorough fireside and waterside condition assessments.

Drum and tube metal thicknesses, videoscope inspections, and photographs and general observations pertaining to the condition of the boilers shall be recorded. The Engineer's investigation shall include, but not limited to, the accessible areas of the boilers, drums, tubes, refractory, casings, manways, superheaters, soot blowers, to determine the physical condition. Non-destructive testing shall be performed to determine metal deterioration. Scale samples shall be obtained from boiler mud drums, and examined at a laboratory to determine water treatment effectiveness.

The condition assessment shall include rating the boiler and components, and providing comments as to the useful remaining life. Construction cost estimates for short and long term repairs shall be provided for restoring the unit to long term reliable use. The Engineer shall interview the plant operating staff and review all available production records, and maintenance histories to develop an understanding of the operating characteristics and problems with the existing boilers.

It will be essential that the boiler outages be scheduled and coordinated by the Engineer through the STS staff, at the proper time, for the Engineer to maximize the efficiency of the inspections. The Engineer shall not be required to secure, cool, drain, and open the boilers (all waterside manways, burners, windboxes, hatches, etc.) prior to scheduled entries nor reenergize following inspections. Combustion efficiency tests shall be performed on each boiler at part load (25%, 50%, 75%), and full load (100%) operation to determine its performance characteristics. The Engineer shall follow proper confined space entry procedures during inspections.

The accessible steam distribution system shall be "walked" to visually assess the physical condition and identify items of immediate attention such as insulation, traps, anchors, guides, or supports.

Similar but less invasive physical assessments shall be made of the electrical components, turbine generators, pumps, deaerator, fuel systems, controls, etc. The Engineer shall include electrical testing services to remove the covers from the existing 1938, 1956, and 1989 vintage electrical gear and perform an infrared scan of the interiors. Covers shall be removed, if they can safely be removed, while the equipment is "hot." Otherwise, the interior assessment may not be able to be performed "live." Analysis of remaining life and replacement costs shall be included.

***Task B – Current and Future Steam Load Projections***

The Engineer shall review STS's fuel and operating logs of the existing power plant and evaluate in conjunction with ambient weather conditions to determine the baseline instantaneous, monthly, and annual peak steam and electrical power requirements for both typical and extreme weather scenarios.

The site development master plan for STS shall be reviewed to determine changes that may impact future peak steam loads. New or future building requirements shall be based upon unitary load factors derived from similar facilities.

The cumulative projected steam load shall be compared to the current boiler capacity (all boilers) on a peak and annual basis to establish the potential needs for increased steam generation to meet the campus load. Both capacity and timing requirements will be identified.

#### ***Task C – Optimization of Boiler Capacity, Energy Utilization, and Fuels Requirements***

The Engineer shall perform an overall capacity optimization for boiler capacity, fuel type, fuel storage, and auxiliary equipment relative to the current Power Plant site. Based upon the capacity requirements identified under Task B, multiple potential approaches for campus heating shall be compiled. Consideration shall be given to capacity, efficiency, age, reliability of the existing boilers, auxiliary equipment, site and air pollution regulatory requirements. Consideration shall also be given to the possible downsizing of the STS campus or a possible increase in size. Since the future of STS is somewhat uncertain, the opposite cases of consolidation versus growth shall also be examined. Options shall include rebuilding, replacing and adding boilers including part load boilers for summer use. Other options shall also include decentralizing steam generation as well as other means of power production (engines) with heat recovery. Previous utility cost information shall be reviewed and summarized to assist in establishing monthly load and cost trends. The cost effectiveness of onsite power production shall be identified, including various combined heat and power strategies. Additional diesel generation may be investigated which shall also include closure of the power plant and implementing stand alone boilers in each building.

The Engineer shall identify recommended fuel storage volumes required, space requirements, and site options, and shall consider transportation of fuel type to the site. Consideration shall be given to the long-term price escalation and volatility projections of each fuel. Potential plant efficiency enhancements and upgrades for increased reliability shall also be evaluated as part of this task.

Short and long term distribution system enhancements shall be identified based on the findings in Task “A.”

The timing of equipment and system modifications shall be discussed with consideration for maintaining firm capacity to meet loads and comply with environmental regulatory requirements throughout the construction period.

#### ***Task D – Environmental Regulatory Impacts***

The Engineer shall provide an investigation of the potential environmental constraints. Requirements of the STS Air Permit shall be evaluated in detail for the considered options (e.g., are controls needed, margin of safety and costs, emissions offsets, etc.).

New source performance requirements shall be investigated. If new boilers are proposed to be modified, constructed, reconstructed or replaced or individual boilers proposed, an analysis shall be performed to determine which control devices would be required in association with the modification, construction, reconstruction or replacement.

The requirements for extending the run time of the existing 1 Mega Watt (MW) diesel generator will be investigated (i.e., what air pollution controls are needed, what are the costs). The Engineer shall also discuss STS's role in the New England ISO.

#### ***Task E – Construction Feasibility and Cost Estimate***

The Engineer shall develop general layout diagrams in AutoCAD to establish construction feasibility of the potential generation system and necessary environmental and auxiliary components. The diagrams shall identify the spatial requirements and visual and site impacts. Any option that cannot be constructed within the identified site boundaries shall be eliminated from consideration. Cost estimates shall also be provided for all feasible options. These estimates shall include construction costs as well as “soft costs” (professional, legal, administrative, etc.)

#### ***Task F – Life Cycle Cost Analysis***

The Engineer shall develop an economic comparison of all feasible options for steam, power generation, and

energy conservation based upon a life cycle cost analysis. The annual operating and maintenance costs shall be estimated to identify all annual costs associated with each option. Operational and maintenance costs including energy, staffing, and consumables (water, reagents) shall be calculated. Included with the present value calculations shall be sensitivity analyses to address potential risk factors in fuel escalation rates and potential load variances (i.e. if Southbury Training School diminishes in size or grows). The results shall be prioritized according to the best life cycle cost and return on investment.

#### ***Task G – Meetings, Analysis, and Study Documentation***

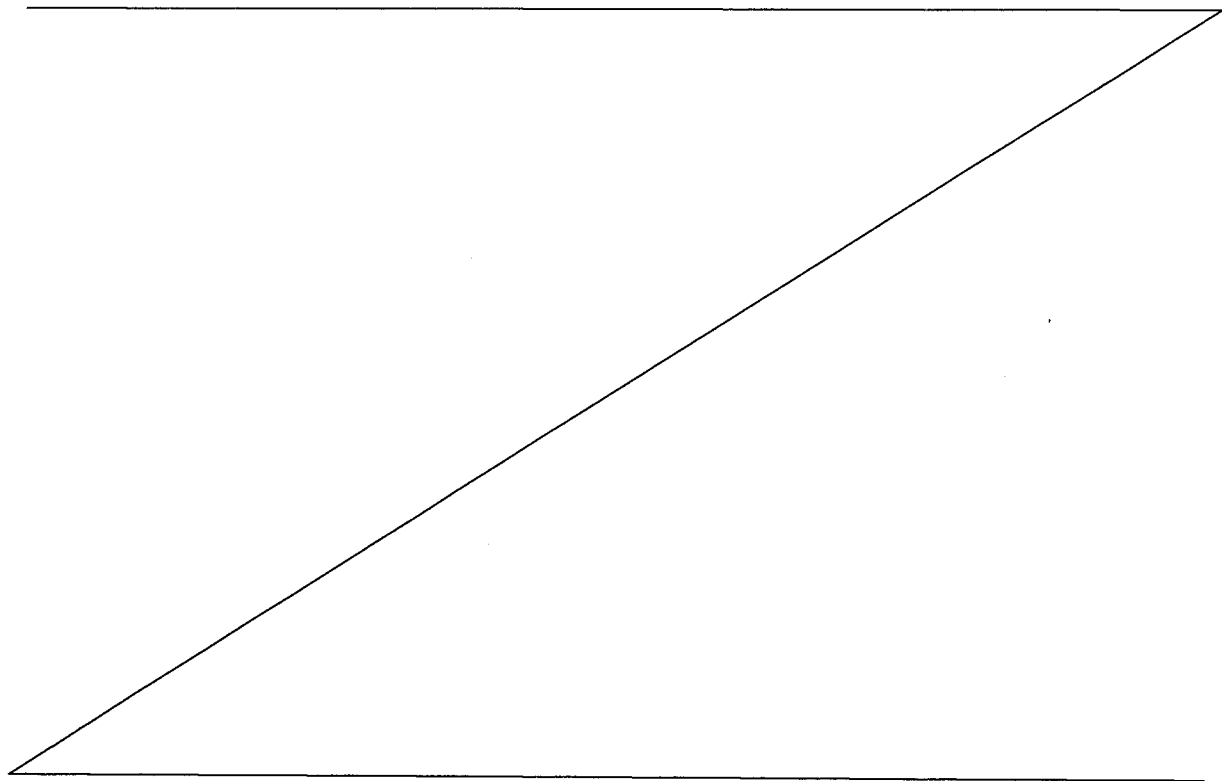
The entire process, results, and recommended course of action shall be fully documented in stages including a Condition Assessment/Field Survey Report, a Draft Master Plan, and a subsequent Final Master Plan. These documents shall be complete with narrative text, tables, correspondence, calculations, recommendations, and preliminary plans for the selected short and long term courses of action, cost estimates, and emissions control requirements. The results of the environmental analysis shall be included in the Condition Assessment/Field Survey Report. The report shall also include an implementation schedule identifying required cash flow for the purpose of establishing budgets for capital outlay in each fiscal year. These recommendations may be used in STS's capital request cycles. The Engineer shall incorporate correspondence with regulatory agencies into the Final Master Plan, as required.

#### ***SUBMITTALS***

The First Submittal shall be the Condition Assessment/Field Survey Report.

The Second Submittal shall be the Draft Master Plan.

The Third Submittal shall be the Final Master Plan.



## Exhibit B

### SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

### SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or the Office of Diversity Programs at (860) 713-5308.

Signed by Commissioner Raeanne V. Curtis on September 21, 2007.

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**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."



Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.